

James A. Plemmons (*pro hac vice*)
Michael C. Hammer (*pro hac vice*)
DICKINSON WRIGHT PLLC
500 Woodward Ave., Suite 4000
Detroit, MI 48226
Tel: (313) 223-3500

Attorneys for TGI Direct, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11
: :
GENERAL MOTORS CORP., *et al.*, : Case No. 09-50026 (REG)
: :
Debtors. : (Jointly Administered)
: :
-----X

**TGI DIRECT, INC.'S LIMITED OBJECTION TO DEBTORS' MOTION PURSUANT
TO 11 U.S.C. § § 105, 363(B), (F), (K) AND (M), AND 365 AND FED. R. BANKR. P. 2002,
6004 AND 6006, TO (I) APPROVE (A) THE SALE PURSUANT TO THE MASTER
SALE AND PURCHASE AGREEMENT WITH VEHICLE ACQUISITION HOLDINGS,
LLC, A U.S. TREASURY-SPONSORED PURCHASER, FREE AND CLEAR OF LIENS,
CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES; AND (C) OTHER RELIEF;
AND (II) SCHEDULE SALE APPROVAL HEARING**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

TGI Direct, Inc., on behalf of itself and its subsidiaries, affiliates and related entities
(collectively, "TGI"), through its attorneys, Dickinson Wright PLLC, states as follows for its
Objection:

1. On June 1, 2009, Debtors filed their *Motion Pursuant to 11 U.S.C. § § 105,
363(b), (f), (k) and (m), and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006, to (I) Approve (A)
the Sale Pursuant to the Master Sale and Purchase Agreement With Vehicle Acquisition
Holdings, LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims,*

Encumbrances, and Other Interests; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II) Schedule Sale Approval Hearing (the “Assumption Motion”).

2. On June 2, 2009, this Court entered its *Order Pursuant to 11 U.S.C. § § 105, 363, and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006 (I) Approving Procedures For Sale of Debtors’ Assets Pursuant to Master Sale and Purchase Agreement With Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser; (II) Scheduling Bid Deadline and Sale Hearing Date; (III) Establishing Assumption and Assignment Procedures; and (IV) Fixing Notice Procedures and Approving Form of Notice (the “Order”).*

3. The Order established certain procedures pursuant to which the Debtors were to give affected parties notice that Debtors intended to assume their executory contracts and/or unexpired leases, as well as the amounts that the Debtors believed were required to “cure” defaults under those contracts and leases as required by 11 U.S.C. § 365(b) (the “Cure Procedures”).

4. On June 5, 2009, in accordance with the Cure Procedures, the Debtors filed and served their *Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (the “Cure Notice”).* The Cure Notice advised that the Debtors maintained a secure website that contained information about contracts to be assumed and cure amounts that the Debtors believe will satisfy their obligations under 11 U.S.C. § 365(b).

5. The secured website provided that Debtors intended to assume contracts for marketing support services with Debtors (the “Executory Contracts”) and tender a cure amount of \$260,374.11 (the “Debtors’ Cure Amount”) to TGI.

6. Although TGI does not object to the assumption of the Executory Contracts *per se*, TGI objects to the Debtors' Cure Amount.

7. In fact, the amount required to pay the balance of the Executory Contracts and to cure defaults is no less than \$309,588.85. Detail and support for this cure amount is provided in **Exhibit A**, attached. In addition, the cure amount must include all accrued, non-defaulted obligations and any other amount due through the Assumption Effective Date.

8. TGI objects to the assumption and assignment of the Executory Contracts unless Debtors pay the amount of no less than \$309,588.85 and provide adequate assurance of future performance.¹

WHEREFORE TGI respectfully requests that this Court find that the amount required to cure the existing defaults under the Executory Contracts is no less than \$309,588.85 and deny the Debtors' assumption and assignment of the Executory Contracts unless this cure amount is promptly paid to TGI.

Respectfully submitted,

DICKINSON WRIGHT PLLC

By: /s/ Michael C. Hammer
James A. Plemmons (*pro hac vice*)
Michael C. Hammer (*pro hac vice*)
500 Woodward Ave., Suite 4000
Detroit, MI 48226
Tel: (313) 223-3500
Email: jplemmons@dickinsonwright.com
Email: mhammer@dickinsonwright.com

Attorneys for TGI Direct, Inc.

Dated: June 15, 2009

¹ To the extent Debtors argue that TGI's claims are subject to the cure dispute resolution process, TGI objects that the Debtors should not have the right to determine unilaterally and without a strict deadline whether a given dispute is subject to alternative dispute resolution procedures, as this would allow Debtors to delay cure proceedings indefinitely.

ANNARBOR 27215-1 108169

System ID: tgipm1

AR Aging Report

Pg 5 of 6

Viewing Invoice
Cutoff Date: 5/31/2009
Aging By: Invoice Date
Sorted By: Client Location Id
Paid Invoices Suppressed
For Selected Client Locations

Print Date: 6/15/09

Print Time: 7:21 am

Invoice Id	Invoice Description	Invoice Date	Effective Date	0-30	31-60	61-90	91-120	Over 120	Balance Due
Client Location: 422 - GM Financial Shared Services				Contact: Walt Lerche	Phone:	Email:			
Date Established: 02/16/2007		Last Payment Date: 05/28/2009		Credit Limit: \$500,000.00	Available Credit: \$190,411.15				
CM107466	March 09 - Special Products - Crib	03/31/2009	03/31/2009	(\$950.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$950.00)
CM107467	March 09 - Special Products - Crib	03/31/2009	03/31/2009	(\$1,164.50)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,164.50)
107460	Wixom 03/09	03/31/2009	03/31/2009	\$0.00	\$0.00	\$7,178.50	\$0.00	\$0.00	\$7,178.50
CM238	Wixom 3/09	03/31/2009	03/31/2009	(\$275.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$275.00)
107465	03/09 Special Products - Crib	03/31/2009	03/31/2009	\$0.00	\$0.00	\$29,993.31	\$0.00	\$0.00	\$29,993.31
107547	04/09 Special Products - Crib	04/08/2009	04/08/2009	\$0.00	\$24,074.25	\$0.00	\$0.00	\$0.00	\$24,074.25
107548	04/09 Special Products - Crib	04/08/2009	04/08/2009	\$0.00	\$2,462.98	\$0.00	\$0.00	\$0.00	\$2,462.98
107549	Wixom 04/09	04/08/2009	04/08/2009	\$0.00	\$7,178.50	\$0.00	\$0.00	\$0.00	\$7,178.50
107665	Wixom 04/09	04/15/2009	04/15/2009	\$0.00	\$7,178.50	\$0.00	\$0.00	\$0.00	\$7,178.50
107666	04/09 Special Products - Crib	04/15/2009	04/15/2009	\$0.00	\$24,074.25	\$0.00	\$0.00	\$0.00	\$24,074.25
107667	04/09 Special Products - Crib	04/15/2009	04/15/2009	\$0.00	\$2,199.89	\$0.00	\$0.00	\$0.00	\$2,199.89
107754	GM Wixom Warehouse Move - March 2009	04/22/2009	04/22/2009	\$0.00	\$4,608.00	\$0.00	\$0.00	\$0.00	\$4,608.00
107755	Wixom 04/09	04/23/2009	04/23/2009	\$0.00	\$7,178.50	\$0.00	\$0.00	\$0.00	\$7,178.50
107756	04/09 Special Products - Crib	04/23/2009	04/23/2009	\$0.00	\$24,074.25	\$0.00	\$0.00	\$0.00	\$24,074.25
107757	04/09 Special Products - Crib	04/23/2009	04/23/2009	\$0.00	\$1,977.29	\$0.00	\$0.00	\$0.00	\$1,977.29
107846	04/09 Special Products - Crib	05/15/2009	05/15/2009	\$28,156.37	\$0.00	\$0.00	\$0.00	\$0.00	\$28,156.37
CM107851	Wixom 4/09	05/15/2009	05/15/2009	(\$275.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$275.00)
CM107853	April 09 - Special Products - Crib	05/15/2009	05/15/2009	(\$950.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$950.00)
CM107875	April 09 - Special Products - Crib	05/15/2009	05/15/2009	(\$1,156.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,156.00)
107912	05/09 Special Products - Crib	05/07/2009	05/07/2009	\$24,074.25	\$0.00	\$0.00	\$0.00	\$0.00	\$24,074.25
107913	05/09 Special Products - Crib	05/07/2009	05/07/2009	\$4,322.27	\$0.00	\$0.00	\$0.00	\$0.00	\$4,322.27
107914	Wixom 05/09	05/07/2009	05/07/2009	\$7,401.10	\$0.00	\$0.00	\$0.00	\$0.00	\$7,401.10
108041	Wixom 05/09	05/14/2009	05/14/2009	\$7,388.50	\$0.00	\$0.00	\$0.00	\$0.00	\$7,388.50
108042	05/09 Special Products - Crib	05/14/2009	05/14/2009	\$24,074.25	\$0.00	\$0.00	\$0.00	\$0.00	\$24,074.25
108043	05/09 Special Products - Crib	05/14/2009	05/14/2009	\$4,466.97	\$0.00	\$0.00	\$0.00	\$0.00	\$4,466.97

System ID: tgipm1

AR Aging Report

Pg 6 of 6

Viewing By Invoice
 Cutoff Date: 5/31/2009
 Aging By: Invoice Date
 Sorted By: Client Location Id
 Paid Invoices Suppressed
 For Selected Client Locations

Print Date: 6/15/09

Print Time: 7:21 am

Invoice Id	Invoice Description	Invoice Date	Effective Date	0-30	31-60	61-90	91-120	Over 120	Balance Due
108070	05/09 Special Products - Crib	05/19/2009	05/19/2009	\$24,074.25	\$0.00	\$0.00	\$0.00	\$0.00	\$24,074.25
108071	05/09 Special Products - Crib	05/19/2009	05/19/2009	\$265.90	\$0.00	\$0.00	\$0.00	\$0.00	\$265.90
108072	Wixom 05/09	05/19/2009	05/19/2009	\$7,438.90	\$0.00	\$0.00	\$0.00	\$0.00	\$7,438.90
108196	05/09 Special Products - Crib	05/27/2009	05/27/2009	\$28,549.87	\$0.00	\$0.00	\$0.00	\$0.00	\$28,549.87
108213	Wixom 05/09	05/28/2009	05/28/2009	\$7,372.20	\$0.00	\$0.00	\$0.00	\$0.00	\$7,372.20
CM108282	Wixom 5/09	05/29/2009	05/29/2009	(\$275.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$275.00)
CM108335	May 2009 Special Products - Crib	05/31/2009	05/31/2009	(\$950.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$950.00)
CM108336	April 09 - Special Products - Crib	05/29/2009	05/29/2009	(\$1,496.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,496.00)
107849	Wixom 04/09	05/15/2009	05/15/2009	\$7,317.30	\$0.00	\$0.00	\$0.00	\$0.00	\$7,317.30
Totals for:	GM Financial Shared Services			\$167,410.63	\$105,006.41	\$37,171.81	\$0.00	\$0.00	\$309,588.85
Grand Totals:				\$167,410.63	\$105,006.41	\$37,171.81	\$0.00	\$0.00	\$309,588.85